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ASSIGNMENT OF LEASE

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This is an Assignment dated November 8, 1985, between ATLANTIC RICHFIELD COMPANY, a Delaware corporation, ("ARCO"), (successor by merger to Atlantic Richfield Company, a Pennsylvania corporation) and AMOCO OIL COMPANY, a Maryland corporation ("AMOCO").

ARCO, for valuable consideration received from AMOCO, hereby assigns to AMOCO effective as of December 2, 1985, all of ARCO's right, title and interests (including any options) in, to and under the lease dated August 23, 1971, between Jacob Kats and Hilda Kats, Predecessor to Talman Home Federal Savings and Loan Association of Illinois as Lessor and ARCO, covering the Premises located at 7701 W. 111th Street, in Palos Hills, County of Cook, State of Illinois, and described in said Lease to be recorded herewith, together with Lease Amendment dated August 31, 1982, in the Office of the Recorder of that County.

AMOCO hereby: (a) accepts this Agreement; (b) personally assumes all ARCO's obligations arising out of such liability and expense (including attorney's fees and costs of court) on account of any breach or claim of breach of Lessee's obligations under said Lease arising from acts or omissions occurring subsequent to this assignment.

ARCO covenants and warrants that, as of the effective date of this Assignment: (1) the Lease is valid, and in full effect, (2) the Lease is free of all liens and encumbrances, (3) ARCO has the right to assign the same, (4) all rents payable thereunder have been paid current, and (5) all of ARCO's obligations thereunder have been fully performed.

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Nothing to the contrary, this assignment is subject to the rights of the sublessee in possession; provided if at the time of this assignment ARCO is unable to deliver possession of the real estate affected by the lease assigned herein, ARCO shall take the court action necessary to deliver such possession; further provided, if ARCO cannot deliver such possession to AMOCO by March 15, 1986, AMOCO may rescind this assignment and ARCO shall return AMOCO's consideration in accordance with ARCO's and AMOCO's Sale and Purchase Agreement dated October 28, 1985.

EXECUTED as of the date first herein specified.

TAX # 23-24-139-001 TT

WITNESS to ARCO's execution:

P. L. Gdanec

ATLANTIC RICHFIELD COMPANY

By: R. Trunek

R. J. TRUNEK Vice President of ARCO Petroleum Products Company, a Division of Atlantic Richfield Company

Attest: [illegible]
Assistant Secretary

WITNESS to AMOCO's execution:

R. Bauhaus

M. Hubbarth

AMOCO OIL COMPANY

By: [illegible]

Attest: [illegible]

18321

Bond Title # 38170 C4

8 6 1 2 2 4 9 2

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On this 12th day of November, 1985, before me Daniel J. Rolf, a Notary Public in and for said State, personally appeared R. J. Trunek personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Vice President of ARCO Petroleum Products Company, a division of Atlantic Richfield Company on behalf of Atlantic Richfield Company and acknowledged to me that Atlantic Richfield Company executed it.

Daniel J. Rolf
Notary Public

OFFICIAL SEAL
DANIEL J. ROLF
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Exp. Apr 25, 1988

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SS#18321

LEASE

THIS INDENTURE OF LEASE, in triplicate, made and entered into this 23 day of August, A.D. 1971, by and between JACOB KATS and HILDA KATS, his wife, P. O. Box 216, North, Illinois -

Lessor (whether one or more, and when referred to by pronoun the singular neuter gender will be used), and ATLANTIC RICHFIELD COMPANY, a Pennsylvania corporation, authorized to transact business as a foreign corporation in the State of Illinois, having a business office at 875 North Michigan Avenue, Chicago, Illinois 60611, Lessee:

WITNESSETH:

ARTICLE I.

PREMISES:

That Lessor, for and in consideration of the rents, covenants, and agreements hereinafter mentioned, reserved and conditioned on the part of Lessee to be maintained, paid, kept, and performed, has rented and leased and by these presents does hereby rent and lease unto Lessee the following described real estate, to-wit:

> The North two hundred (200) feet of the East one hundred sixty nine and one-half (169-1/2) feet of the East twelve (12) acres of the West one-half (1/2) of the East one-half (1/2) of the Northwest one quarter (1/4) of Section 24, Township 37 North, Range 12 East of the Third Principal Meridian (subject to all existing easements for public highways) all of said land being in the County of Cook, State of Illinois;

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together with all easements and appurtenances in adjoining and adjacent land used or reasonably required for the installation, maintenance, operation and service of sewer, water, gas, power and other utility lines, and for driveways and approaches to all abutting highways for the use and benefit of the above described parcel of real estate and including certain property of Lessor now located thereon, or to be erected and installed thereon, as more specifically described and provided for in the Article entitled "LESSOR'S IMPROVEMENTS" hereinafter set forth; and to induce Lessee to accept this lease and to exercise thereafter any purchase option, purchase refusal option or option to extend the term of this lease which may be herein contained, Lessor makes the following representation, which shall be construed to be material in its nature, upon which Lessee shall be entitled to rely:

That all of Lessor's property and improvements now erected and installed or to be hereafter erected or installed lie and will lie wholly within the boundaries of said above described premises.

It is understood that the lease dated December 17, 1956, on said premises is hereby cancelled and terminated as of August 28, 1971.

ARTICLE II.

TERM:

TO HAVE AND TO HOLD the above rented and leased real estate, improvements, facilities, and all rights, privileges, easements and appurtenances thereunto belonging (hereinafter referred to as "premises"), for and during the term of five (5) years, unless sooner terminated as hereinafter provided, to begin August 29, 1971.

SEASSIOR

ARTICLE III.

RENTAL:

Lessee shall yield and pay as rental for said premises for and during said term the sum of Seven Hundred ($700.00) Dollars per month, all rentals hereunder to be paid monthly in advance and not later than the tenth (10th) day of each and every month.

Said rentals may be paid by Lessee's check, draft or voucher, payable to the order of Jacob Kats and/or Hilda Kats, and mailed to such payee at P. O. Box 216, Worth, Illinois, or to such other payee or address as Lessor may from time to time hereafter designate in writing. (Lessor's Taxpayer Identification No. 335-07-8730).

If at any time during the term hereof Lessor, or if there be more than one, any Lessor, shall be indebted to Lessee on any account whatsoever, it is agreed that Lessee shall have the right to apply any accruing rental on said unpaid indebtedness, and that any amount so applied shall constitute rental payment hereunder.

ARTICLE IV.

PERMITS:

Lessor represents and warrants that all buildings, structures, driveways, approaches, tanks, pumps, signboards, light posts and lighting facilities, electric power lines, and other equipment and appliances (hereinafter referred to collectively as "improvements"), located on said premises and hereby leased to Lessee, are erected and installed, when so required, under proper governmental consents, permits,

and licenses, which will be kept in effect, and are in compliance with existing ordinances and other governmental rules and regulations, and are of good material and skilled workmanship, are properly erected and installed, and are suitable for the purposes for which they are designed to be used. ~~Lessor agrees to indemnify, protect, and save harmless Lessee,~~ and those claiming under, through, and against Lessee, of and from any and all claims, demands, and liability of whatsoever nature for loss, damage, injury, and other casualty caused, suffered or sustained (without negligence on the part of Lessee or other claimant) by Lessee, or those claiming under, through or against Lessee, in or resulting from the use of ~~said improvements or any unit or part thereof.~~

It is further agreed between the parties that said premises and equipment are to be used for the business of advertising, storing, marketing or distributing petroleum products and services and commodities in connection with such business, including, but not limited to motor vehicle tires, batteries and accessories; for the maintenance, servicing and supply of machinery or vehicles; for the parking of vehicles for hire; and for the general dealing in at wholesale or retail of such goods, wares and merchandise as are usually displayed, purchased or sold at establishments of the type herein referred to; all or one or more branches thereof being the business which may be conducted on said premises, provided, however, that any lawful business may be conducted thereon.
Excluding automatic car wash equipment.

ARTICLE V.

IMPROVEMENTS BY LESSEE:

Lessee shall have the right to erect, install, maintain, and operate on said premises such buildings, structures, improvements, equipment, fixtures (trade or otherwise) and appliances (with the right of removal as hereinafter provided), on, under, and above the ground as it may require or desire in the conduct of the business to be conducted on said premises, the same to be in addition to those of Lessor as described in the next succeeding Article entitled "OWNER'S IMPROVEMENTS." Lessee shall have the further right to make, at its expense, such additions to or alterations in Lessor's buildings, structures, and improvements as Lessee shall deem desirable or necessary, and to make connections with any and all water, gas, and sewer lines and pipes on or serving the demised premises, and to continue the use and service thereof during the term of this lease.

See Page -4(a)-

SECESSION

For the consideration of the covenants and agreements herein contained, it is further understood and agreed that Lessee will make at a cost not to exceed Thirty Seven Thousand Seven Hundred Fifty ($37,750.00) Dollars the following improvements: colonial conversion, fiberglass brick veneer three sides, one 24 x 24 and one 24 x 34 F/S canopies, upgrade interior lighting, four colonial light fixtures, new street curbs, Marlite wainscote in rest room and lower ceilings, two new aluminum overhead doors, new lavs in restroom, new B & W shelving in lube room, new aluminum entrance door in sales room, connect to available sewer and water.

REVISED

ARTICLE VI.

LESSOR'S IMPROVEMENTS:

In addition to the real estate hereinabove described, it is understood that there is now located upon said premises certain property of Lessor described as follows:

BUILDINGS AND YARD IMPROVEMENTS:

HO 21 two stall service station, Sinclair design, with salesroom, two restrooms, concrete block and porcelain steel, two islands, black top approaches and driveways.

PUMPS AND TANKS:

~~2 - 2,000 gallon U.G.T.s~~
~~2 - 3,000 gallon U.G.T.s~~
~~1 - 275 gallon U.G.T.~~
~~1 - 550 gallon U.G.T.~~
~~1 - Bennett Single Pump~~

JK
JK

MISCELLANEOUS EQUIPMENT AND PROPERTY:

~~1 Drive On Lift~~
~~1 Frame Contact Lift~~
~~1 Hollow Air Cyl. Jacker~~
~~2 10 Gions & Poles~~
~~6 Light Poles~~
~~1 Air Fuel~~
~~1 Pee Firefighter~~
~~1 Propane Meter~~
~~10 Light Fixtures on Light Poles~~
~~1 Bennett Oil Display Rack~~

JK
JK

CERTIFIED AS CORRECT:

N. C. Butt
For Lessee

Paul Kats
Hilda Kats
For Lessor

~~Lessor agrees to provide, furnish and maintain, at its~~ own expense, a suitable and adequate water supply, and sanitary sewerage system. Lessor, at its sole expense, shall connect the sewerage system to a public sewer line whenever same is or shall hereafter become available to the premises. Lessor shall also bear all charges by any public authority arising out of the establishment or maintenance of any sewer line serving said premises. If either said water or sewerage systems fails to work properly during any day or days, the rent reserved in this lease shall cease to accrue, and Lessor shall not be entitled to collect, nor shall Lessee be obligated to pay, any rent for such day or days as Lessee is without water or a working sewerage system in a ~~sanitary condition.~~

J.K.
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SEPSSION

ARTICLE VII

MAINTENANCE AND UPKEEP:

Lessee covenants and agrees to maintain the premises throughout the term of this lease, and at the termination thereof to return said premises to Lessor in as good condition as when received, normal wear and tear due to use, time and the elements excepted.

ARTICLE VIII

TAXES AND ASSESSMENTS:

Lessor agrees to pay all general taxes and special assessments levied and assessed and to be levied and assessed on said premises while this lease remains in force. Lessee agrees to reimburse Lessor for all general taxes and special assessments levied and assessed on said premises while this lease remains in force, upon receipt by Lessee of Lessor's paid tax receipts, provided, however, that Lessee shall not be liable for any penalties paid by Lessor on said tax receipts.

ARTICLE IX.

LICENSES AND OCCUPATIONAL CHARGES:

Lessee shall be liable for, and agrees to pay throughout the term of this lease, all license fees and occupation taxes covering the conduct of its business, and all taxes and charges for water, gas, and electric current, and any other public utility or service, used by it.

ARTICLE X.

WARRANTY OF TITLE AND POSSESSION:

Lessor hereby warrants and defends unto Lessee, against the lawful claims of all persons, whomsoever, the premises hereby leased; and further warrants that it will place Lessee in possession of said premises, free from the claims of persons in possession and third persons claiming rights thereto. Lessor agrees with Lessee to reimburse and hold harmless Lessee of and from any damage and expense suffered or incurred by reason of restrictions, encumbrances or defects in Lessor's title or Lessor's breach of the warranties and covenants herein contained.

If Lessor now owns or controls, or shall acquire during the term of this lease, any real estate within five hundred (500) feet of the premises covered hereby, Lessor further covenants and agrees that, without Lessee's written consent, it will not use or permit the use of such premises for the storage, sale, distribution or advertisement of petroleum products.

ARTICLE XI.

LEGAL INTERFERENCE:

Lessee shall have the right to terminate this lease upon thirty (30) days' notice to Lessor if the right of Lessee to conduct the business herein provided for, or any part thereof, or to maintain driveways and approaches to reach said premises shall be impaired, denied or prohibited by lawful authority, except as caused solely by the fault, omission or neglect of Lessee; or if said premises, or a part thereof sufficient to interfere with the business for which said premises are used, shall be taken or damaged in the exercise of the right of eminent domain or otherwise acquired for the widening of streets or for other public purposes; or if access to said premises shall be restricted or diminished as a result of the establishment, by any governmental or public authority, of one-way traffic, change of grade on, or limitation of access to adjoining streets or highways, or if as a consequence of the construction of a limited access street or highway, the status of any street or highway abutting said premises shall be reduced to a service, frontage or access road providing limited or circuitous access to said limited access street or highway;

or if the use of said premises shall for any cause for which Lessee is not responsible be so restricted or interfered with as to make them unfit or unsuitable for the conduct of said business; but nothing herein shall be deemed a waiver of the sole right of Lessee to any award for damages to it or to its leasehold interest caused by any or all of the things hereinabove enumerated.

In the event of such termination Lessee shall be liable only for rentals accrued and earned to the date of surrender of possession by Lessee and for the performance of any other obligations incurred prior to said date.

If any portion of the premises shall be taken, damaged or acquired as hereinabove provided, and Lessee does not elect to terminate this lease on such account, the monthly rental herein reserved shall be reduced from the date of such occurrence in proportion to the reduction in area of the premises caused by such event.

ARTICLE XII

EXTENSION OPTION:

For the considerations herein named, Lessor gives and grants to Lessee the exclusive option and privilege of extending the term of this lease for two (2) successive periods of FIVE (5) YEARS each, the first of said five-year periods to begin at the expiration of the original term hereof and the second of said five-year periods to begin at the expiration of the first five-year extended period, provided Lessee shall notify Lessor of Lessee's exercise of such option ninety (90) days prior to the expiration of the original term or any extended term.

Upon the giving of such notice, this lease shall be extended, and shall continue in full force and effect, with all of the agreements, obligations, conditions, options, and covenants, whether dependent or independent, herein set forth, for and during said extended term of years; and the execution by the parties of a new lease or an instrument of any kind, extending the term of this lease in accordance with such notice, shall not be required.

ARTICLE XIII

PURCHASE OPTION:

D E L E T E D

~~to purchase the demised premises and the obligation of Lessor to~~ sell and convey the same for the sum hereinabove specified. This option shall be a continuing option and shall constitute a covenant running with the land throughout the period above specified, and any extension thereof, and shall be construed to be solely for the benefit of Lessee and to be additional to and independent of any and all other privileges, options of purchase and rights or options of refusal contained in this lease. Neither the fact that Lessee may have, at any time, or from time to time, refused or failed to purchase the demised premises under or pursuant to any purchase refusal option in this lease contained, whether or not Lessor shall have sold the premises to any third party at a greater or lesser price than the option price specified above in this Article, nor any other fact, act or neglect to act shall be effective to defeat Lessee's right of purchasing the demised premises from the present or any subsequent Lessor at the option price and under the terms stated in this Article. Upon Lessee's giving such notice Lessor shall comply with the requirements of the second succeeding Article entitled "CONVEYANCE REQUIREMENTS."

On Lessee's giving notice of its exercise of this option, the provisions of Article XIV of this lease shall be inoperative and of no force or effect and any rights that Lessor may have there~~tofore had shall forthwith terminate.~~

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ARTICLE XIV.

PURCHASE REFUSAL:

The parties hereto have agreed that Lessee should have the prior right to purchase the demised premises throughout the original term and all extended terms hereof on as favorable terms as Lessor may from time to time be willing to sell the same to a third party even though the price at which Lessor may be willing to sell shall be less than that set forth in any purchase option or options for a specific sum which may elsewhere in this lease be granted and then available to Lessee, and that during such original and extended terms hereof such right of refusal in Lessee should co-exist with other options and rights contained herein and should be a continuing one and available to Lessee as often as the present Lessor and any subsequent Lessor shall be willing to sell said premises to any third party. Accordingly, in the event Lessor shall receive from a third party at any time during the original term of this lease or any extension thereof a bona fide offer to purchase the said premises at a specified price, whether such price be first fixed by Lessor or the third party, and Lessor shall decide to sell the same for such amount, Lessor shall promptly give to Lessee notice thereof accompanied by an affidavit setting out the full terms of such offer and of Lessor's willingness to sell for the price offered, and Lessee shall have the first refusal and privilege (hereinafter referred to as an "option") of purchasing said premises at such price; such option to be exercised within

~~to purchase the demised premises and the obligation of Lessor to~~ sell and convey the same for the sum hereinabove specified. This option shall be a continuing option and shall constitute a covenant running with the land throughout the period above specified, and any extension thereof, and shall be construed to be solely for the benefit of Lessee and to be additional to and independent of any and all other privileges, options of purchase and rights or options of refusal contained in this lease. Neither the fact that Lessee may have, at any time, or from time to time, refused or failed to purchase the demised premises under or pursuant to any purchase refusal option in this lease contained, whether or not Lessor shall have sold the premises to any third party at a greater or lesser price than the option price specified above in this Article, nor any other fact, act or neglect by Lessor shall be effective to defeat Lessee's right of purchasing the demised premises from the present or any subsequent Lessor at the option price and under the terms stated in this Article. Upon Lessee's giving such notice Lessor shall comply with the requirements of the second succeeding Article entitled "CONVEYANCE REQUIREMENTS."

Upon Lessee's giving notice of his exercise of this option, the provisions of Article XII of this lease shall be inoperative and of no force or effect and any rights that Lessor may have therefore had shall forthwith terminate.

ARTICLE XIV.

PURCHASE REFUSAL:

The parties hereto have agreed that Lessee should have the prior right to purchase the demised premises throughout the original term and all extended terms hereof on as favorable terms as Lessor may from time to time be willing to sell the same to a third party even though the price at which Lessor may be willing to sell shall be less than that set forth in any purchase option or option for a specific sum which may elsewhere in this lease be granted and then available to Lessee, and that during such original and extended terms hereof such right of refusal in Lessee should co-exist with other options and rights contained herein and should be a continuing one and available to Lessee as often as the present Lessor and any subsequent Lessor shall be willing to sell said premises to any third party. Accordingly, in the event Lessor shall receive from a third party at any time during the original term of this lease or any extension thereof a bona fide offer to purchase the said premises at a specified price, whether such price be first fixed by Lessor or the third party, and Lessor shall decide to sell the same for such amount, Lessor shall promptly give to Lessee notice thereof accompanied by an affidavit setting out the full terms of such offer and of Lessor's willingness to sell for the price offered, and Lessee shall have the first refusal and privilege (hereinafter referred to as an "option") of purchasing said premises at such price; such option to be exercised within

forty-five (45) days after Lessee receives notice from Lessor, by Lessee's notifying Lessor that it will purchase said premises for the amount specified in said offer. In the event Lessee shall not give Lessor notice, within said forty-five-day period, of its election to purchase for the amount specified in said offer, Lessee shall not be obligated to purchase, and Lessor may thereafter sell said premises to the party making said offer, always subject, however, to the provisions of this lease and to the leasehold estate herein granted, including without limitation Lessee's right to receive notice and affidavit of, and to purchase according to, the terms of any future bona fide offer acceptable to the then Lessor of the demised premises and to any and all other or additional purchase options, extension options and to all rights and privileges of Lessee in this lease contained. In the event any such bona fide offer shall cover a tract larger than but including the demised premises, Lessee's right of refusal under this Article shall apply to such larger tract. If Lessee shall fail to avail itself of its prior right to purchase such larger tract whether or not Lessor shall thereafter sell the same to a third party, Lessee shall nevertheless retain its right to receive notice and affidavit of, and prior right to purchase according to, the terms of any and all future or subsequent bona fide offers which may be acceptable to the then Lessor of the demised premises.

The provisions of this Article shall be construed to be solely for the benefit of Lessee and to be additional to, independent of, and in nowise affected by the existence of, any or all other privileges, options or rights of purchase contained in this lease.

If Lessee shall elect to purchase said premises under the option hereby granted, Lessor shall comply with the requirements of the next succeeding Article.

ARTICLE XV.

CONVEYANCE REQUIREMENTS:

The giving by Lessee of notice of the exercise of any purchase option hereinbefore granted shall fix and determine the obligation of Lessee to purchase the property included in the option which Lessee elects to exercise, and the obligation of Lessor to sell the same. Lessor shall furnish, free of expense to Lessee, within sixty (60) days after the receipt of said notice, a complete Abstract of Title certified from title in the Government, prepared and issued by a financially responsible title abstract company, or a Title Guaranty Policy issued by a financially responsible title insurance company, or a Torrens Certificate of Title, showing fee simple title in said premises

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forty-five (45) days after Lessee receives notice from Lessor, by Lessee's notifying Lessor that it will purchase said premises for the amount specified in said offer. In the event Lessee shall not give Lessor notice, within said forty-five-day period, of its election to purchase for the amount specified in said offer, Lessee shall not be obligated to purchase, and Lessor may thereafter sell said premises to the party making said offer, always subject, however, to the provisions of this lease and to the leasehold estate herein granted, including without limitation Lessee's right to receive notice and affidavit of, and to purchase according to, the terms of any future bona fide offer acceptable to the then Lessor of the demised premises and to any and all other or additional purchase options, extension options and to all rights and privileges of Lessee in this lease contained. In the event any such bona fide offer shall cover a tract larger than but including the demised premises, Lessee's right of refusal under this Article shall apply to such larger tract. If Lessee shall fail to avail itself of its prior right to purchase such larger tract whether or not Lessor shall thereafter sell the same to a third party, Lessee shall nevertheless retain its right to receive notice and affidavit of, and prior right to purchase according to, the terms of any and all future or subsequent bona fide offers which may be acceptable to the then Lessor of the demised premises.

The provisions of this Article shall be construed to be solely for the benefit of Lessee and to be additional to, independent of, and in no way affected by the existence of, any or all other privileges, options or rights of purchase contained in this lease.

If Lessee shall elect to purchase said premises under the option hereby granted, Lessor shall comply with the requirements of the next succeeding Article.

ARTICLE XV.

COMPLIANCE REQUIREMENTS:

The giving by Lessee of notice of the exercise of any purchase option hereinbefore granted shall fix and determine the obligation of Lessee to purchase the property included in the option which Lessee elects to exercise, and the obligation of Lessor to sell the same. Lessor shall furnish, free of expense to Lessee, within sixty (60) days after the receipt of said notice, a complete abstract of title certified from title in the Government, prepared and issued by a financially responsible title abstract company, or a Title Guaranty Policy issued by a financially responsible title insurance company, or a Torrens Certificate of Title, showing fee simple title in said premises

and appurtenances, including any easements granted hereunder, in Lessor as of a date not earlier than the date of said notice. A reasonable time will be allowed Lessee to examine such abstract, or other evidence of title, and if the same does not then show fee simple title in Lessor, a reasonable time will be allowed Lessor to cure defects and clear the title preparatory to delivery of deed and any other instruments required to effect the transfer and conveyance.

Upon acceptance by Lessee of said title and payment to Lessor of the purchase price herein specified, Lessor shall convey to Lessee or its nominee, by General Warranty Deed, a fee simple title in and to said real estate and the appurtenances thereunto belonging, together with any perpetual easements and appurtenances in adjoining or adjacent land necessary for the installation, maintenance, operation and use of sewer, water, gas, power and other utility lines and for driveways and approaches for the use and benefit of the above described parcel of real estate, free and clear of all liens, encumbrances, and charges of whatsoever character, with release of dower, curtesy, homestead, and all statutory rights; and shall also deliver to Lessee, free of expense to Lessee, such abstract, or other evidence of title, showing fee simple title to said premises in Lessor at the time of delivery of deed. Payment hereunder may be made by Lessee's tendering its check, draft or voucher in the amount of the purchase price, and if there be more than one Lessor, tender to any Lessor shall constitute tender to all. Lessor shall pay the cost of the required Federal documentary stamps on said deed.

If any personal property shall be included in the option, Lessor shall furnish evidence, satisfactory to Lessee, of Lessor's ownership thereof, and shall convey the same by Bill of Sale with full covenants of warranty.

Such purchase shall serve to merge the within lease in all particulars, and if Lessor shall have been paid rents covering a period subsequent to date of delivery of deed, such payment shall be applied on and shall constitute a part of the purchase price of the property conveyed.

Lessor, at the time of such purchase, shall deliver said premises to Lessee free of any encumbrance or lien whatsoever; however, Lessee may, at its option, take title subject to any encumbrance or lien, deducting from the purchase price the amount thereby represented.

Partial or total destruction of the premises without fault of Lessee, or the happening of any event described in Article XI. hereof entitled "LEGAL INTERFERENCE," after the exercise by Lessee of the Purchase Option or Purchase Refusal herein, shall, at Lessee's election, excuse Lessee's performance of the contract formed by the exercise of either of said options, it being understood that Lessee's election shall not limit Lessee's rights under this lease.

ARTICLE XVI.

REMOVAL OF LESSEE'S PROPERTY:

On the termination of this lease by lapse of time or in any other manner, Lessee may, within a reasonable time thereafter, at its option and expense, remove from said premises any and all [redacted], structures, improvements, money safes or chests, equipment, appliances, and other property of whatsoever nature placed or owned by it thereon, and after such removal shall restore the surface of the ground to its uniform and even condition, free from all excavations and debris; provided, however, if Lessee shall have made any alterations in or additions to any of Lessor's buildings, structures or improvements, constituting an integral part thereof, the same may be removed by Lessee only upon Lessee's restoring Lessor's altered property to the condition in which it was prior to Lessee's work thereon.

ARTICLE XVII.

BREACH OR DEFAULT:

In the event Lessee shall be in default in the payment of rentals or other charges hereunder, or otherwise shall breach its covenants or obligations hereunder, and shall remain in default for a period of thirty (30) days after notice from Lessor to it of such default, Lessor shall have the right and privilege of terminating this lease and declaring the same at an end, and of entering upon and taking possession of said premises, and shall have the remedies now or hereafter provided by law for recovery of rent, repossession of the premises, and damage occasioned by the breach or default.

In the event Lessor shall breach or be in default in the performance of any of the covenants or obligations on it herein imposed, and shall remain in default for a period of thirty (30) days after notice from Lessee to it of such default, Lessee shall have the right and privilege of terminating this lease and declaring the same at an end, and shall have the remedies now or hereafter provided by law for the recovery of damages occasioned by such default. If such breach or default shall consist of the failure or refusal of Lessor to maintain said premises in the condition required by Lessor, as hereinabove provided, Lessee may, at its option, after the expiration date of the notice to Lessor, make the necessary repairs or replacements, and Lessor shall be liable forthwith to Lessee for any amounts so expended. Lessee shall have the right to apply any unpaid rentals in liquidation of said indebtedness, and if at the expiration of this lease said indebtedness shall not have been paid, this lease, at the option of Lessee, shall continue in force on the terms and conditions herein set forth until said indebtedness shall have been fully satisfied.

ARTICLE XVIII.

COMMUNITY:

This agreement and each and all of the covenants, obligations and conditions hereof, shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of Lessor, and the successors and assigns of Lessee. Although designated in the singular number as "Lessor", if there be more than one, they and each of them shall be jointly and severally bound by the obligations and covenants herein imposed. In the event of the assignment of this lease by Lessee, or of its subletting the premises or any part thereof, Lessee shall at all times remain liable to Lessor for the payment of rents and charges, and for the faithful performance of all obligations imposed upon Lessee hereunder.

ARTICLE XIX.

NOTICES:

All notices given under this instrument shall be in writing, and may be given either in the statutory method, if any, in the State where the premises are situated, or by depositing the notice in the United States registered or certified mail, postage prepaid, enclosed in an envelope addressed to the party to be notified, at such party's address as shown in this instrument, or at any known address of any Lessor, if there be more than one; and the day upon which such notice or notice shall be treated as the date of service. Such notice also may be served on Lessor in person or on an officer or manager of Lessee. If there be more than one Lessor, notice to any one of them shall constitute notice to all, and notice from any one of them shall constitute notice from all.

ARTICLE XX.

RIGHTS NOT WAIVED:

Failure of either party to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon the other party imposed, shall not constitute or be construed as a waiver or relinquishment of such party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

The titles identifying the several Articles of this lease are for the purpose of locating readily the various provisions of the lease, and are not to be construed as a part of the text of the lease.

ARTICLE XXI.

SUBORDINATION OF LIENS:

If, before the recording of this lease in the manner and as provided by law, the demised premises shall be subjected to any lien, whether by way of Mortgage, Deed of Trust, Security Deed, or otherwise, Lessor agrees, as a condition of this lease, to secure a subordination of such lien or liens and to cause such subordination agreement to be made a provision or part of any such Mortgage, Deed of Trust, Security Deed, or other instrument.

ARTICLE XXII.

SURVEY:

Lessor, at its expense, shall immediately furnish to Lessee a plat of survey on tracing linen or vellum prepared by a registered land surveyor, showing thereon: Property line dimensions and angles; corner markers; locations of existing structures, utilities and obstructions; encroachments and easements; abutting streets, highways and alleys showing rights-of-way widths, widths of street, highway and sidewalk paving and street and highway names; locations of any restriction, setback or building lines; elevations within leased area and at tops of curbs, street and highway center lines and along gutter lines; north arrow; legal description and plat book reference of leased area and easements; name of city, county and state in which leased area is located; surveyor's certification, address and signature.

ARTICLE XXIII.

ASSIGNMENT OF RENTS:

Should Lessor assign the rents or other charges accruing to Lessor under this lease, it is agreed any such assignment shall be subject to the terms and conditions of this lease and that Lessee in accepting the same does not assume, and shall not be charged with, the obligation of keeping an account of the status of the indebtedness for which such assignment may have been given to secure.

ARTICLE XXIV.

TITLE EXAMINATION:

Lessor shall furnish, at its expense, to Lessee for examination an Abstract of Title or other evidence of title, as set forth in the Article entitled, "CONVEYANCE REQUIREMENTS", showing such title in said premises in Lessor as will authorize it to make and enter into this lease, and to collect and retain all rents and payments hereunder, free and clear of all claims

and demands made by any person or parties whatsoever. In the event Lessor shall neglect, refuse or be unable to furnish such Abstract of Title or other evidence of title aforesaid within sixty (60) days after the date hereof, Lessee shall have the option and privilege of cancelling and terminating this lease, upon notice to Lessor, at any time after said sixty-day period; or Lessee may at its option employ an attorney of its own choice to make and compile an Abstract of Title to the demised premises, or conduct a title search of the public records of the county in which the demised premises are situate for the purpose of obtaining a record of any conveyances and matters pertaining to or affecting the title of Lessor to said premises; and Lessor agrees in such event to reimburse Lessee for any expense incurred by it in the compilation of such Abstract of Title or search of such public records. If at the time of such notice Lessee shall have entered into possession, Lessee shall be liable only for rents and other charges, if any, accrued and earned to the date of such termination and surrender of possession.

All proposals, negotiations, and representations with reference to the matters covered by this lease are merged in this instrument, and no amendment or modification hereof shall be valid unless evidenced by a writing signed by the parties hereto.

WITNESS the hands and respective seals of the parties hereto, respectively witnessed or attested, the day and the year first above written.

Signed, sealed and delivered
in the presence of:

N. P. Van Brutel

As to Lessor

Jacob Kats (SEAL)

Hilda Kats (SEAL)

Hilda Kats Lessor

ATLANTIC RICHFIELD COMPANY,
Lessee

By: W. S. Lewis

Vice President

ATTEST:

Helen Hogan

Assistant Secretary

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STATE OF Illinois)
) SS.
COUNTY OF Cook.)

On this 23 day of August, 1971, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the above named Lessor(s), personally known to me, and to me acknowledged that Lessor(s) executed the above and foregoing instrument for the uses, purposes and considerations therein expressed, and that the execution of the same was the free and voluntary act and deed of the Lessor(s), and I further certify, if Lessor is a corporation, it appeared by the officer who signed on its behalf, and such officer to me acknowledged that the execution of said instrument was by authority duly granted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Henry Fatt X
Notary Public

My commission expires:

May 22nd 1973 X

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SEASSIOR

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SS#18321

LEASE AMENDMENT

THIS AMENDMENT is made this 31 day of August, 1982, between THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS, an Illinois corporation, 5501 South Kedzie Avenue, Chicago, Illinois 60627 ("Lessor") and ATLANTIC RICHFIELD COMPANY, a Pennsylvania corporation, 515 South Flower Street, Los Angeles, California 90071 ("A.R.").

WHEREAS, by lease ("Lease") dated August 23, 1971, JACOB KATS and HILDA KATS, his wife, Lessor, leased to A.R., real estate in the City of Palos Hills (Cook County), Illinois, known as 7701 West 111th Street ("Premises") more particularly described in Exhibit A, attached hereto and made a part hereof, and

WHEREAS, Lessor has succeeded to the interests of JACOB KATS and HILDA KATS in and to the Lease and the Premises, and

WHEREAS, Lessor and A.R. desire to amend the Lease, and

NOW, THEREFORE, in consideration of the covenants, premises and agreements hereinafter contained, the parties hereto agree as follows:

1. Lessor covenants, represents and warrants that it is (a) the present owner of fee simple title to the Premises and (b) the present Lessor under the Lease with full power to execute this lease amendment.

2. The term of said Lease is extended to and including September 30, 1992.

3. Rental for the period commencing October 1, 1982 to and including September 30, 1992 shall be $1400 per month.

4. Rental shall be payable in advance to Lessor at 5501 South Kedzie Avenue, Chicago, Illinois 60629, Attention: Mr. Joseph A. Seliga, or to such other place as Lessor may designate upon 30 days prior written notice.

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All other terms and conditions contained in the Lease not inconsistent herewith shall remain in full force and effect.

ATLANTIC RICHFIELD COMPANY

By R. J. McDonald
Assistant Vice President

Attest Marcel C. Cullmann
Assistant Secretary

THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS

By Joseph A. Seliga
Joseph A. Seliga
Vice President

Attest Alfred Z. Young

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STATE OF ILLINOIS

COUNTY OF

I, Theresa Espinos, a Notary Public, do hereby certify that before me this day in person appeared Joseph A. Seligh personally known to me to be the Vice President of THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS, a corporation, and Alfred L. Young personally known to me to be the secretary of said corporation, and each and severally acknowledged that they signed and delivered the foregoing instrument in the respective capacities herein set forth and caused to be affixed thereto the corporate seal of said corporation, pursuant to authority given under the articles and bylaws of the corporation as the free and voluntary act of said corporation, and as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this 31st day of August, 1982 1982.

Theresa Espinos
Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On September 2, 1982, before me, the undersigned, a Notary Public in and for said State, personally appeared S. L. McDonald known to me to be the Assistant Vice President, and Marcel C. Ceulemans, known to me to be an Assistant Secretary of ATLANTIC RICHFIELD COMPANY, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.

OFFICIAL SEAL
P. L. CORDASCO
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Exp. July 28, 1983

P. L. Cordasco
Notary Public

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The North 200 feet of the East 169-1/2 feet of the East 12 acres of the West 1/2 of the East 1/2 of the Northwest 1/4 of Section 24, Township 37 North, Range 12, East of the Third Principal Meridian (subject to all existing easements for public highways) all as said land being in the County of Cook, State of Illinois.

EXHIBIT A

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CERTIFICATE

I, R. C. Morse Assistant Secretary of ATLANTIC RICHFIELD COMPANY, a Delaware corporation, do hereby certify that at a meeting of the Board of Directors of said company held at Beverly Hills, California, on May 7, 1985 at which meeting a quorum was present and voting throughout, the following resolution was duly adopted.

> RESOLVED, That division Vice Presidents are hereby severally authorized and empowered in the name and on behalf of the Company, to make, execute, authenticate, acknowledge and deliver any contract, agreement, release, assignment, lease, conveyance, deed, transfer of real or personal property, grant of public utility easement, bond or any other instrument, other than borrowings, guarantees and pledges, which he or she may deem necessary or proper in connection with the business of the division to which he or she is assigned, without further act or resolution of this Board, and the Secretary and any Assistant Secretary are hereby severally authorized and empowered to affix the corporate seal to any such papers or documents and to attest the same in cases where such action is necessary or appropriate.

I further certify that the foregoing resolution is still in full force and effect and has not been amended nor rescinded.

And further R. J. Trunek, is a division Vice President of ARCO Petroleum Products Company of Atlantic Richfield Company and is empowered and authorized to execute and deliver the attached Assignment of Lease for and on behalf of Atlantic Richfield Company.

WITNESS my hand and the seal of this Company this 12th day of November, 1985.

R. C. Morse
Assistant Secretary

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ASSIGNMENT OF LEASE

This is an Assignment dated November 8, 1985, between ATLANTIC RICHFIELD COMPANY, a Delaware corporation, ("ARCO"), (successor by merger to Atlantic Richfield Company, a Pennsylvania corporation) and AMOCO OIL COMPANY, a Maryland corporation ("AMOCO").

ARCO, for valuable consideration received from AMOCO, hereby assigns to AMOCO effective as of November 8, 1985, all of ARCO's right, title and interests (including any options) in, to and under the lease dated December 2, 1964, between First National Bank and Trust Company of Evanston as Lessor and ARCO's predecessor Sinclair Refining Company, covering the Premises located at 8596 Dempster, in Niles, County of Cook, State of of Illinois, and described in the Lease to be recorded herewith, together with Lease Amendment dated May 18, 1977.

AMOCO hereby: (a) accepts this Agreement; (b) personally assumes all ARCO's obligations arising out of such liability and expense (including attorney's fees and costs of court) on account of any breach or claim of breach of Lessee's obligations under said Lease arising from acts or omissions occurring subsequent to this assignment.

ARCO covenants and warrants that, as of the effective date of this Assignment: (1) the Lease is valid, and in full effect, (2) the Lease is free of all liens and encumbrances, (3) ARCO has the right to assign the same, (4) all rents payable thereunder have been paid current, and (5) all of ARCO's obligations thereunder have been fully performed.

Nothing to the contrary, this assignment is subject to the rights of the sublessee in possession; provided if at the time of this assignment ARCO is unable to deliver possession of the real estate affected by the lease assigned herein, ARCO shall take the court action necessary to deliver such possession; further provided, if ARCO cannot deliver such possession to AMOCO by March 15, 1986, AMOCO may rescind this assignment and ARCO shall return AMOCO's consideration in accordance with ARCO's and AMOCO's Sale and Purchase Agreement dated October 28, 1985.

EXECUTED as of the date first herein specified.

WITNESS to ARCO's execution:

P. L. Gleason

ATLANTIC RICHFIELD COMPANY

By: R. Turek

R. J. TUREK Vice President of ARCO Petroleum Products Company, a Division of Atlantic Richfield Company

Attest: Assistant Secretary

WITNESS to AMOCO's execution:

R. Bartkow

M. Hubbarth

AMOCO OIL COMPANY

By:

Attest:

28149

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STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On this 12th day of November, 1985, before me Daniel J. Rolf, a Notary Public in and for said State, personally appeared R. J. Trunek personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Vice President of ARCO Petroleum Products Company, a division of Atlantic Richfield Company on behalf of Atlantic Richfield Company and acknowledged to me that Atlantic Richfield Company executed it.

Daniel J. Rolf
Notary Public

OFFICIAL SEAL
DANIEL J. ROLF
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Exp. Apr. 25 1986

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SEPSSION

28147

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L E A S E

THIS INDENTURE OF LEASE, in triplicate, made and entered into this 2nd day of December, A.D., 1964, by and between FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, 800 Davis Street, Evanston, Illinois, Trustee under Trust No. R-503, and not personally

Lessor (whether one or more, and when referred to by pronoun the singular neuter gender will be used), and SINCLAIR REFINING COMPANY, a Maine corporation, authorized to transact business as a foreign corporation in the State of Illinois, having its principal business office at 600 Fifth Avenue, New York, New York 10020, Lessee;

W I T N E S S E T H:

ARTICLE I.

PREMISES:

That Lessor, for and in consideration of the rents, covenants, and agreements hereinafter mentioned, reserved and conditioned on the part of Lessee to be maintained, paid, kept, and performed, has rented and leased and by these presents does hereby rent and lease unto Lessee the following described real estate, to wit:

Lot Five (5) (except the North 100 feet thereof) in Dempster-Greenwood Acres, a subdivision of part of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of Section 14, Township 41 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois;

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JJH

together with all easements and appurtenances in adjoining and adjacent land used or reasonably required for the installation, maintenance, operation and service of sewer, water, gas, power and other utility lines, and for driveways and approaches to all abutting highways for the use and benefit of the above described parcel of real estate and including certain property of Lessor now located thereon, or to be erected and installed thereon, as more specifically described and provided for in the Article entitled "LESSOR'S IMPROVEMENTS" hereinafter set forth; and to induce Lessee to accept this lease and to exercise thereafter any purchase option, purchase refusal option or option to extend the term of this lease which may be herein contained, Lessor makes the following representation, which shall be construed to be material in its nature, upon which Lessee shall be entitled to rely:

That all of Lessor's property and improvements now erected and installed or be hereafter erected or installed lie and will lie wholly within the boundaries of said above described premises.

ARTICLE II.

T E R M:

TO HAVE AND TO HOLD the above rented and leased real estate, improvements, facilities, and all rights, privileges, easements and appurtenances thereunto belonging (hereinafter referred to as "premises"), for and during the term of TEN (10) YEARS, (unless sooner terminated as hereinafter provided), to begin on the 1st day of September, 1967 and terminate on the 31st day of August, 1977.

ARTICLE III.

RENTAL:

Lessee shall yield and pay as rental for said premises for and during the term hereof the following sums:

For the first five years of the term the sum of FOUR HUNDRED EIGHTY AND NO/100 ($480.00) DOLLARS per month, and as additional rental a sum equal to one and one-half cents (1½¢) per gallon on all gasoline, if any, in excess of 28,700 gallons which Lessee shall deliver to and sell from and through the premises during the month for which the rental is to be due and payable, and

for the remaining five years of the term the sum of FIVE HUNDRED THIRTY AND NO/100 ($530.00) DOLLARS per month, and as additional rental a sum equal to one and one-half cents (1½¢) per gallon on all gasoline, if any in excess of 28,700 gallons which Lessee shall deliver to and sell from and through the premises during the month for which rental is to be due and payable.

The monthly periods shall be the present styled calendar months and the fixed monthly rental shall be paid in advance on or before the 10th day of each calendar month, with the additional monthly rental, if any, payable not later than the 10th day of the second month following the month in which said rental is earned.

Said rentals may be paid by Lessee's check, draft or voucher, payable to the order of FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, Trustee under Trust No. R-503, and mailed to such payee at 800 Davis Street, Evanston, Illinois, or to such other payee or address as Lessor may from time to time hereafter designate, in writing.

If at any time during the term of this lease, Lessor, or if there be more than one, any Lessor shall be indebted to Lessee on any account whatsoever, it is agreed that Lessee shall have the right to apply any accruing rental on said unpaid indebtedness, and that any amount so applied shall constitute rental payment hereunder.

ARTICLE IV.

PERMITS:

Lessor represents and warrants that all buildings, structures, driveways, approaches, tanks, pumps, signboards, light posts and lighting facilities, electric power lines, and other equipment and appliances (hereinafter referred to collectively as "improvements"), located on said premises and hereby leased to Lessee, are erected and installed, when so required, under proper governmental consents, permits,

and licenses, which will be kept in effect, and are in compliance with existing ordinances and other governmental rules and regulations, and are of good material and skilled workmanship, are properly erected and installed, and are suitable for the purposes for which they are designed to be used. Lessor agrees to indemnify, protect, and save harmless Lessee, and those claiming under, through, and against Lessee, of and from any and all claims, demands, and liability of whatsoever nature for loss, damage, injury, and other casualty caused, suffered or sustained (without negligence on the part of Lessee or other claimant) by Lessee, or those claiming under, through or against Lessee, in or resulting from the use of said improvements or any unit or part thereof.

It is further agreed between the parties that said premises and equipment are to be used for the business of advertising, storing, marketing or distributing petroleum products and services and commodities in connection with such business, including but not limited to motor vehicle tires, batteries and accessories; for the maintenance, servicing and supply of machinery or vehicles; for the parking of vehicles for hire; and for the general dealing in at wholesale or retail of such goods, wares and merchandise as are usually displayed, purchased or sold at establishments of the type herein referred to; all or one or more branches thereof being the business which may be conducted on said premises, provided, however, that any lawful business may be conducted thereon.

ARTICLE V.

IMPROVEMENTS BY LESSEE:

Lessee shall have the right to erect, install, maintain, and operate on said premises such buildings, structures, improvements, equipment, fixtures (trade or otherwise) and appliances (with the right of removal as hereinafter provided), on, under, and above the ground as it may require or desire in the conduct of the business to be conducted on said premises, the same to be in addition to those of Lessor as described in the next succeeding Article entitled "LESSOR'S IMPROVEMENTS." Lessee shall have the further right to make, at its expense, such additions to or alterations in Lessor's buildings, structures, and improvements as Lessee shall deem desirable or necessary, and to make connections with any and all water, gas, and sewer lines and pipes on or serving the demised premises, and to continue the use and service thereof during the term of this lease. If Lessee shall erect any permanent improvements on the leased premises during the term of this lease, Lessee shall be obligated to pay taxes on said improvements.

ARTICLE VI.

LESSOR'S IMPROVEMENTS:

In addition to the real estate hereinabove described, it is understood that there is now located upon said premises certain property of Lessor described as follows:

BUILDINGS AND YARD IMPROVEMENTS:
Two-stall service station , measuring 30' x 48' porcelain steel construction, two restrooms, office space, adequate heating plant, oil heat, blacktop driveways and concrete approaches.

PUMPS AND TANKS:

MISCELLANEOUS EQUIPMENT AND PROPERTY:

CERTIFIED AS CORRECT:

For Lessee

For Lessor

Lessor agrees to provide, furnish and maintain, at its own expense, a suitable and adequate water supply, and sanitary sewerage system. Lessor, at its sole expense, shall connect the sewerage system to a public sewer line whenever same is or shall hereafter become available to the premises. Lessor shall also bear all charges by any public authority arising out of the establishment or maintenance of any sewer line serving said premises. If either said water or sewerage systems fails to work properly during any day or days, the rent reserved in this lease shall cease to accrue, and Lessor shall not be entitled to collect, nor shall Lessee be obligated to pay, any rent for such day or days as Lessee is without water or a working sewerage system in a sanitary condition.

ARTICLE VII.

MAINTENANCE AND UPKEEP:

Lessor covenants and agrees to maintain, at its expense, in good condition and repair the roof, walls (exterior and interior), doors, floors, ceilings, foundations, plate glass, and other structural parts of Lessor's buildings and structures, including all covered, concealed or buried ~~xxxx~~ piping, plumbing, fittings, and heating appliances, and ~~xxxx~~ water, sewer, electric, and other service lines, except gasoline lines and appliances, furnished or installed by Lessor and located on said premises and fronting thoroughfares, also driveways and approaches to said premises, and driveways, grease pits, and pump islands located thereon; and to repair, replace or rebuild any portion of the demised premises that may be damaged or destroyed by fire or other casualty. Lessor shall likewise correct any defects in materials and work in the construction of said buildings, improvements, structures and property as and when the same appear; and also, at its expense, make any changes or alterations in such buildings, improvements, structures and property as shall be required by any governmental authority pursuant to any controlling laws and regulations.

Lessee covenants and agrees to make, at its expense, minor repairs, not structural in nature, rendered necessary through its use of said premises, including any necessary repainting, replacement of broken glass (other than plate glass), repair of plumbing and heating appliances (other than the covered, concealed or buried portions), and repair of mechanical parts of overhead doors, when repairs become necessary through use and are not the result of initial faulty or defective materials or installation; and to return said premises to Lessor at the expiration of the term in as good condition as when received, natural wear, tear, and deterioration because of use, time, and the elements, causes beyond the control of Lessee, and repairs and replacements for which Lessor is obligated, excepted. Any repairs and replacements necessary due to Lessee's negligence shall be the obligation of Lessee.

Should said premises or any portion thereof be destroyed or so damaged by fire or other casualty as to become unfit for occupancy or use, Lessor shall have sixty (60) days after notice from Lessee so to do to repair, rebuild or replace the damaged or destroyed property. The rent herein reserved shall abate from the time said premises are so rendered unfit for occupancy or use until the necessary repairs or replacements are made and the premises put in condition for the conduct of business. If the damage by fire or other casualty is such as not to prevent the conduct of business, and also when repairs, replacements, changes or alterations not the result of fire or other casualty are required, Lessor shall make the same, if they are such as Lessor is herein obligated to make, within ten (10) days after notice from Lessee so to do. If Lessor shall fail, neglect or refuse to make the required repairs, replacements, changes or alterations, whether they be such as are required to make the premises fit for occupancy or use or otherwise, within the period specified in the notice, Lessee may terminate this lease, or may make the required repairs, replacements, changes or alterations for the account of Lessor as hereinafter provided in the Article entitled "BREACH OR DEFAULT."

ARTICLE VIII.

TAXES AND ASSESSMENTS:

Lessor agrees to pay all general taxes and special assessments levied and assessed and to be levied and assessed on said premises while this lease remains in force, provided, however, that

in any year during the original term hereof in which general taxes assessed against said premises shall exceed the amount of such taxes assessed for the year 1967, Lessee shall reimburse Lessor in full for the amount of such excess upon Lessor's furnishing to Lessee copies of properly receipted tax bills evidencing payment of such taxes by Lessor and the amounts thereof. Lessee, at its own expense, shall have the right, but not the obligation, to file in its own or Lessor's name any complaint, objection or other proceeding that it may deem advisable to secure a reduction in the assessed valuation for, or amount of, said general taxes.

ARTICLE IX.

LICENSES AND OCCUPATIONAL CHARGES:

Lessee shall be liable for, and agrees to pay throughout the term of this lease, all license fees and occupation taxes covering the conduct of its business, and all taxes and charges for water, gas, and electric current, and any other public utility or service used by it.

ARTICLE X.

WARRANTY OF TITLE AND POSSESSION;

Lessor hereby warrants and defends unto Lessee, against the lawful claims of all persons, whomsoever, the premises hereby leased; and further warrants that it will place Lessee in possession of said premises, free from the claims of persons in possession and third persons claiming rights thereto. Lessor agrees with Lessee to reimburse and hold harmless Lessee of and from any damage and expense suffered or incurred by reason of restrictions, encumbrances or defects in Lessor's title or Lessor's breach of the warranties and covenants herein contained.

If Lessor now owns or controls, or shall acquire during the term of this lease, any real estate within five hundred (500) feet of the premises covered hereby, Lessor further covenants and agrees that, without Lessee's written consent, it will not use or permit the use of such premises for the sotrage, sale, distribution or advertisement of petroleum products.

ARTICLE XI.

LEGAL INTERFERENCE:

If during the term of this lease the right of Lessee to conduct the business herein provided for, or any part thereof, or to maintain driveways and approaches to reach said premises, shall be denied or prohibited by lawful authority, except for the fault, omission or neglect of Lessee; or if the real estate hereby leased, or a part thereof sufficient to interfere with the business for which said premises are used, shall be condemned or acquired by grant or otherwise for the widening of streets or highways or for other public improvements, or shall be otherwise taken in the exercise of the right of eminent domain; or if the use of said premises shall, for any cause for which Lessee is not responsible, be so restricted or interfered with by lawful authority as to make them unfit or un-

suitable for the conduct of said business; Lessee in any such event shall have the option of terminating and cancelling this lease upon thirty (30) days' notice to Lessor of its election so to do; and, in the event of such termination and cancellation for any cause enumerated in this Article, Lessee shall be liable only for rents and other charges accrued and earned to the date of its surrender of possession of said premises to Lessor and for the performance of any other obligations maturing prior to said date.

If a portion of the premises shall be taken as hereinabove provided, for public improvement or otherwise under the right of eminent domain, and Lessee does not elect to cancel and terminate this lease on such account, the minimum rental herein reserved shall be reduced from the date of such taking in proportion to the number of square feet of land so taken from said premises.

ARTICLE XII.

~~EXTENSION OPTION:~~

~~For the considerations herein named, Lessor gives and grants to Lessee the exclusive option and privilege of extending the term of this lease for _____ ( ) years, beginning at the expiration of the original term hereof, provided Lessee shall notify Lessor of Lessee's exercise of such option not less than _____ ( ) days before the expiration of the original term. Upon the giving of such notice, this lease shall be extended, and shall continue in full force and effect, with all of the agreements, obligations, conditions, options, and covenants, whether dependent or independent, herein set forth, for and during said extended term of years; and the execution by the parties of a new lease or an instrument of any kind, extending the term of this lease in accordance with such notice, shall not be required.~~

ARTICLE XIII.

~~PURCHASE OPTION:~~

~~For the considerations named in this lease Lessor hereby gives and grants unto Lessee for and during the full period comprising the term of this lease and any extension thereof the continuing and indefeasible option of purchasing the demised premises, and appurtenances thereto, including all, if any, of Lessor's improvements and property thereon, whether real, personal or mixed, free and clear of any and all liens and encumbrances of any kind or nature whatsoever, for the sum of _____ _____ ($_____) DOLLARS in cash. This option may be exercised at any time during said period, and any extension thereof, by notice from Lessee to Lessor and the giving by Lessee of notice of the exercise of this option shall fix and determine as of the date of service of such notice the obligation of Lessee~~

~~to purchase the demised premises and the obligation of Lessor to~~ sell and convey the same for the sum hereinabove specified. This option shall be a continuing option and shall constitute a covenant running with the land throughout the period above specified, and any extension thereof, and shall be construed to be solely for the benefit of Lessee and to be additional to and independent of any and all other privileges, options of purchase and rights or options of refusal contained in this lease. Neither the fact that Lessee may have, at any time, or from time to time, refused or failed to purchase the demised premises under or pursuant to any purchase refusal option in this lease contained, whether or not Lessor shall have sold the premises to any third party at a greater or lesser price than the option price specified above in this Article, nor any other fact, act or neglect to act shall be effective to defeat Lessee's right of purchasing the demised premises from the present or any subsequent Lessor at the option price and under the terms stated in this Article. Upon Lessee's giving such notice Lessor shall comply with the requirements of the second succeeding Article entitled "CONVEYANCE REQUIREMENTS."

On Lessee's giving notice of its exercise of this option, the provisions of Article XIV of this lease shall be inoperative and of no force or effect and any rights that Lessor may have therefore had shall forthwith terminate.

ARTICLE XIV.

PURCHASE REFUSAL:

The parties hereto have agreed that Lessee should have the prior right to purchase the demised premises throughout the original term and all extended terms hereof on as favorable terms as Lessor may from time to time be willing to sell the same to a third party even though the price at which Lessor may be willing to sell shall be less than that set forth in any purchase option or options for a specific sum which may elsewhere in this lease be granted and then available to Lessee, and that during such original and extended terms hereof such right of refusal in Lessee should co-exist with other options and rights contained herein and should be a continuing one and available to Lessee as often as the present Lessor and any subsequent Lessor shall be willing to sell said premises to any third party. Accordingly, in the event Lessor shall receive from a third party at any time during the original term of this lease or any extension thereof a bona fide offer to purchase the said premises at a specified price, whether such price be first fixed by Lessor or the third party, and Lessor shall decide to sell the same for such amount, Lessor shall promptly give to Lessee notice thereof accompanied by an affidavit setting out the full terms of such offer and of Lessor's willingness to sell for the price offered, and Lessee shall have the first refusal and privilege (hereinafter referred to as an "option") of purchasing said premises at such price; such option to be exercised within

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fifteen (15) days after Lessee receives notice from Lessor, by Lessee's notifying Lessor that it will purchase said premises for the amount specified in said offer. In the event Lessee shall not give Lessor notice, within said fifteen-day period, of its election to purchase for the amount specified in said offer, Lessee shall not be obligated to purchase, and Lessor may thereafter sell said premises to the party making said offer, always subject, however, to the provisions of this lease and to the leasehold estate herein granted, including without limitation Lessee's right to receive notice and affidavit of, and to purchase according to, the terms of any future bona fide offer acceptable to the then Lessor of the demised premises and to any and all other or additional purchase options, extension options and to all rights and privileges of Lessee in this lease contained. In the event any such bona fide offer shall cover a tract larger than but including the demised premises, Lessee's right of refusal under this Article shall apply to such larger tract. If Lessee shall fail to avail itself of its prior right to purchase such larger tract whether or not Lessor shall thereafter sell the same to a third party, Lessee shall nevertheless retain its right to receive notice and affidavit of, and prior right to purchase according to, the terms of any and all future or subsequent bona fide offers which may be acceptable to the then Lessor of the demised premises.

The provisions of this Article shall be construed to be solely for the benefit of Lessee and to be additional to, independent of, and in nowise affected by the existence of, any or all other privileges, options or rights of purchase contained in this lease.

If Lessee shall elect to purchase said premises under the option hereby granted, Lessor shall comply with the requirements of the next succeeding Article.

ARTICLE XV.

CONVEYANCE REQUIREMENTS:

The giving by Lessee of notice of the exercise of any purchase option hereinbefore granted shall fix and determine the obligation of Lessee to purchase the property included in the option which Lessee elects to exercise, and the obligation of Lessor to sell the same. Lessor shall furnish, free of expense to Lessee, within thirty (30) days after the receipt of said notice, a complete Abstract of Title certified from title in the Government, prepared and issued by a financially responsible title abstract company, or a Title Guaranty Policy issued by a financially responsible title insurance company, or a Torrens Certificate of Title, showing fee simple title in said premises

and appurtenances, including any easements granted hereunder, in Lessor as of a date not earlier than the date of said notice. A reasonable time will be allowed Lessee to examine such abstract, or other evidence of title, and if the same does not then show fee simple title in Lessor, a reasonable time will be allowed Lessor to cure defects and clear the title preparatory to delivery of deed and any other instruments required to effect the transfer and conveyance.

Upon acceptance by Lessee of said title and payment to Lessor of the purchase price herein specified, Lessor shall convey to Lessee or its nominee, by ~~Warranty~~ Trustee's Deed, a fee simple title in and to said real estate and the appurtenances thereunto belonging, together with any perpetual easements and appurtenances in adjoining or adjacent land necessary for the installation, maintenance, operation and use of sewer, water, gas, power and other utility lines and for driveways and approaches for the use and benefit of the above described parcel of real estate, free and clear of all liens, encumbrances, and charges of whatsoever character, with release of dower, curtesy, homestead, and all statutory rights; and shall also deliver to Lessee, free of expense to Lessee, such abstract, or other evidence of title, showing fee simple title to said premises in Lessor at the time of delivery of deed. Payment hereunder may be made by Lessee's tendering its check, draft or voucher in the amount of the purchase price, and if there be more than one Lessor, tender to any Lessor shall constitute tender to all. Lessor shall pay the cost of the required Federal documentary stamps on said deed.

If any personal property shall be included in the option, Lessor shall furnish evidence, satisfactory to Lessee, of Lessor's ownership thereof, and shall convey the same by Bill of Sale with full covenants of warranty.

Such purchase shall serve to merge the within lease in all particulars, and if Lessor shall have been paid rents covering a period subsequent to date of delivery of deed, such payment shall be applied on and shall constitute a part of the purchase price of the property conveyed.

Lessor, at the time of such purchase, shall deliver said premises to Lessee free of any encumbrance or lien whatsoever; however, Lessee may, at its option, take title subject to any encumbrance or lien, deducting from the purchase price the amount thereby represented.

Partial or total destruction of the premises without fault of Lessee, or the happening of any event described in Article XI. hereof entitled "LEGAL INTERFERENCE," after the exercise by Lessee of the Purchase Option or Purchase Refusal herein, shall, at Lessee's election, excuse Lessee's performance of the contract formed by the exercise of either of said options, it being understood that Lessee's election shall not limit Lessee's rights under this lease.

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ARTICLE XVI.

REMOVAL OF LESSEE'S PROPERTY:

On the termination of this lease by lapse of time or in any other manner, Lessee may, within a reasonable time thereafter, at its option and expense, remove from said premises any and all buildings, structures, improvements, money safes or chests, equipment, appliances, and other property of whatsoever nature placed or owned by it thereon, and after such removal shall restore the surface of the ground to its uniform and even condition, free from all excavations and debris; provided, however, if Lessee shall have made any alterations in or additions to any of Lessor's buildings, structures or improvements, constituting an integral part thereof, the same may be removed by Lessee only upon Lessee's restoring Lessor's altered property to the condition in which it was prior to Lessee's work thereon.

ARTICLE XVII.

BREACH OR DEFAULT:

In the event Lessee shall be in default in the payment of rentals or other charges hereunder, or otherwise shall breach its covenants or obligations hereunder, and shall remain in default for a period of thirty (30) days after notice from Lessor to it of such default, Lessor shall have the right and privilege of terminating this lease and declaring the same at an end, and of entering upon and taking possession of said premises, and shall have the remedies now or hereafter provided by law for recovery of rent, repossession of the premises, and damage occasioned by the breach or default.

In the event Lessor shall breach or be in default in the performance of any of the covenants or obligations on it herein imposed, and shall remain in default for a period of thirty (30) days after notice from Lessee to it of such default, Lessee shall have the right and privilege of terminating this lease and declaring the same at an end, and shall have the remedies now or hereafter provided by law for the recovery of damages occasioned by such default. If such breach or default shall consist of the failure or refusal of Lessor to maintain said premises in the condition required of Lessor, as hereinabove provided, Lessee may, at its option, after the expiration date of the notice to Lessor, make the necessary repairs or replacements, and Lessor shall be liable forthwith to Lessee for any amounts so expended. Lessee shall have the right to apply any unpaid rentals in liquidation of said indebtedness, and if at the expiration of this lease said indebtedness shall not have been paid, this lease, at the option of Lessee, shall continue in force on the terms and conditions herein set forth until said indebtedness shall have been fully satisfied.

ARTICLE XVIII.

CONTINUITY:

This agreement and each and all of the covenants, obligations and conditions hereof, shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of Lessor, and the successors and assigns of Lessee. Although designated in the singular number as "Lessor", if there be more than one, they and each of them shall be jointly and severally bound by the obligations and covenants herein imposed. In the event of the assignment of this lease by Lessee, or of its subletting the premises or any part thereof, Lessee shall at all times remain liable to Lessor for the payment of rents and charges, and for the faithful performance of all obligations imposed upon Lessee hereunder.

ARTICLE XIX.

NOTICES:

All notices given under this instrument shall be in writing, and may be given either in the statutory method, if any, in the State where the premises are situated, or by depositing the notice in the United States registered or certified mail, postage prepaid, enclosed in an envelope addressed to the party to be notified, at such party's address as shown in this instrument, or at any known address of any Lessor, if there be more than one; and the day upon which such notice is so mailed shall be treated as the date of service. Such notice also may be served on Lessor in person or on an officer or manager of Lessee. If there be more than one Lessor, notice to any one of them shall constitute notice to all, and notice from any one of them shall constitute notice from all.

ARTICLE XX.

RIGHTS NOT WAIVED:

Failure of either party to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon the other party imposed, shall not constitute or be construed as a waiver or relinquishment of such party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

The titles identifying the several Articles of this lease are for the purpose of locating readily the various provisions of the lease, and are not to be construed as a part of the text of the lease.

ARTICLE XXI.

SUBORDINATION OF LIENS:

If, before the recording of this lease in the manner and as provided by law, the demised premises shall be subjected to any lien, whether by way of Mortgage, Deed of Trust, Security Deed, or otherwise, Lessor agrees, as a condition of this lease, to secure a subordination of such lien or liens and to cause such subordination agreement to be made a provision or part of any such Mortgage, Deed of Trust, Security Deed, or other instrument.

ARTICLE XXII.

SURVEY:

Lessor, at its expense, shall immediately furnish to Lessee a plat of survey on tracing linen or vellum prepared by a registered land surveyor, showing thereon: Property line dimensions and angles; corner markers; locations of existing structures, utilities and obstructions; encroachments and easements; abutting streets, highways and alleys showing rights-of-way widths, widths of street, highway and sidewalk paving and street and highway names; locations of any restriction, setback or building lines; elevations within leased area and at tops of curbs, street and highway center lines and along gutter lines; north arrow; legal description and plat book reference of leased area and easements; name of city, county and state in which leased area is located; surveyor's certification, address and signature.

ARTICLE XXIII.

ASSIGNMENT OF RENTS:

Should Lessor assign the rents or other charges accruing to Lessor under this lease, it is agreed any such assignment shall be subject to the terms and conditions of this lease and that Lessee in accepting the same does not assume, and shall not be charged with, the obligation of keeping an account of the status of the indebtedness for which such assignment may have been given to secure.

ARTICLE XXIV.

TITLE EXAMINATION:

Lessor shall furnish, at its expense, to Lessee for examination an Abstract of Title or other evidence of title, as set forth in the Article entitled, "CONVEYANCE REQUIREMENTS", showing such title in said premises in Lessor as will authorize it to make and enter into this lease, and to collect and retain all rents and payments hereunder, free and clear of all claims

and demands made by any person or parties whatsoever. In the event Lessor shall neglect, refuse or be unable to furnish such Abstract of Title or other evidence of title aforesaid within sixty (60) days after the date hereof, Lessee shall have the option and privilege of cancelling and terminating this lease, upon notice to Lessor, at any time after said sixty-day period; or Lessee may at its option employ an attorney of its own choice to make and compile an abstract of title to the demised premises, or conduct a title search of the public records of the county in which the demised premises are situate for the purpose of obtaining a record of any conveyances and matters pertaining to or affecting the title of Lessor to said premises; and Lessor agrees in such event to reimburse Lessee for any expense incurred by it in the compilation of such abstract of title or search of such public records. If at the time of such notice Lessee shall have entered into possession, Lessee shall be liable only for rents and other charges, if any, accrued and earned to the date of such termination and surrender of possession.

This lease shall not be binding upon Lessee until signed on its behalf by its President or a Vice President. All proposals, negotiations, and representations with reference to the matters covered by this lease are merged in this instrument, and no amendment or modification hereof shall be valid unless evidenced by a writing signed by such officer.

WITNESS The hands and respective seals of the parties hereto, respectively witnessed or attested, the day and the year first above written.

Signed, sealed and delivered in the presence of:

Kathleen [illegible]

Dorian C. Roth

As to Lessor

EXECUTED IN TRIPLICATE

FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, Trustee under Trust No. R-503, and not personally

By [illegible] (SEAL)
Vice President and Trust Officer

ATTEST: [illegible] (SEAL)
~~Assistant Trust Officer~~ Lessor
Assistant Secretary

SINCLAIR REFINING COMPANY, Lessee

By W. H. Damokla
Vice President

D. M. Perillo

J. U. Fitzgerald

As to Lessee

ATTEST:

[illegible]
Assistant Secretary

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This rider is attached to and expressly made a part of Lease dated the 2nd day of December, A.D., 1964 by and between FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, a National Banking Association, not personally but as Trustee under Trust No. R-503, as Lessor, and SINCLAIR REFINING COMPANY, a Maine corporation, as Lessee.

ARTICLE XXV.

NO PERSONAL LIABILITY IN TRUSTEE INDIVIDUALLY

This lease is made by the Lessor and accepted by the Lessee upon the express understanding and condition that the Lessor enters into the same not personally but only as Trustee as aforesaid, and that no personal liability is assumed nor shall be asserted or enforced against the Lessor personally, because or on account of the making of this lease or of anything herein contained or any accident or other happening in, or about the demised premises; all such liability, if any, being expressly waived by the Lessee and every other person now or hereafter claiming any right hereunder, and that nothing herein contained shall be construed as creating any such liability; nor shall the Lessor be held personally liable upon or in consequence of any of the covenants of this lease, either expressed or implied.

WITNESS the hands and respective seals of the parties hereto, respectively witnessed or attested, the day and the year first above written.

FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, Trustee under Trust No. R-503, Lessor and not personally

By _____ Vice President and Trust Officer

ATTEST: _____ Trust Officer
Assistant Secretary and

EXECUTED IN TRIPLICATE

SINCLAIR REFINING COMPANY, Lessee

By W. N. Damotta
Vice President

ATTEST: _____
Assistant Secretary

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Miriam A. Roth, a Notary Public within and for the County in the State aforesaid do hereby certify that ERNEST J. HEWITT, personally known to me to be a Vice President of FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, Trustee under Trust No. R-503, and EDWARD J. LUCAS, personally known to me to be an Assistant ~~Vice President~~ Secretary of said corporation, and personally known to me to be the same person, whose names are subscribed to the foregoing instrument, including the rider thereof, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Trust Officer they signed, sealed and delivered the said instrument as their free and voluntary acts and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 2nd day of December, A.D., 1964.

My commission expires;
3/5/68

Miriam A. Roth
Notary Public

STATE OF ~~ILLINOIS~~ NEW YORK)
) SS.
COUNTY OF ~~COOK~~ NEW YORK)

I, WALTER J. McGUINNESS, a Notary Public within and for the County in the State aforesaid do hereby certify that W. N. Demonte, personally known to me to be a Vice President of SINCLAIR REFINING COMPANY, a Maine corporation, and R. H. Schuster, personally known to me to be an Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary they signed sealed and delivered the said instrument as their free and voluntary acts and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 7th day of January, A.D. 1965.

My commission expires:

Walter J. McGuinness
Notary Public

WALTER J. McGUINNESS
Notary Public, State of New York
43-7840900 - Qual. in Richmond Co.
Cert. Filed with N. Y. Co. Clerk
Term Expires March 30, 1966

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OBLIGATIONS OF BENEFICIARIES UNDER
TRUST AGREEMENT NO. R-503 with
FIRST NATIONAL BANK AND TRUST COMPANY
OF EVANSTON, ILLINOIS AS TRUSTEE AND NOT PERSONALLY

It is hereby expressly agreed that, the undersigned
George S. Carlson, of Evanston, Illinois,
Anna L. Vance Evanston, Illinois
John H. Carlson, of Evanston, Illinois,
Geraldine C. Scott Glenview, Illinois
Charlotte F. Carlson, of Forest Lake, Illinois,
Mabel E. Wood Evanston, Illinois
beneficiaries under Trust Agreement No. R-503 with the First National Bank and Trust Company, as Trustee, and not personally does by the execution of this rider to the lease dated the 2nd day of December, 1964, assume all of the obligations of Lessor in to and under said Lease and hereby bind themselves to the full and complete performance of all of the terms, covenants, agreements and conditions of said Lease in the same manner and to the same extent as though said Lease had been executed by them as Lessor.

Dated and signed this 2nd day of December, 1964.

George S. Carlson
Anna L. Vance
John H. Carlson
Geraldine C. Scott
Charlotte F. Carlson
Mabel E. Wood

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LEASE AMENDMENT

This Lease Amendment made this 18th day of May, 1977, by and between First National Bank and Trust Company of Evanston, a National Banking Association, as Trustee under Trust No. R-503 ("Lessor"), and Atlantic Richfield Company, a Pennsylvania corporation ("Lessee").

WHEREAS, Lessor did enter into a certain Lease dated December 2, 1964 ("Lease") between Lessor and Sinclair Refining Company, now Atlantic Richfield Company by virtue of merger of Sinclair Refining Company into Atlantic Richfield Company for all the land more specifically described in Exhibit A attached hereto and made a part hereof and the improvements located or thereafter located thereon in accordance with the terms, conditions and provisions set out in said lease;

WHEREAS, Lessor and Atlantic Richfield Company did amend the Lease by entering into a Lease Amendment dated December 2, 1974, and amending the description of the leased premises to provide that the leased premises would thereafter consist of the land described in Exhibit B attached hereto and made a part hereof together with improvements located or thereafter located thereon (hereinafter called "Leased Premises"). The Lease as amended by such Lease Amendment is hereinafter sometimes referred to as "Amended Lease".

WHEREAS, Lessor and Lessee have agreed to amend the Amended Lease upon the terms and conditions hereafter set forth;

NOW, THEREFORE, for and in consideration of the mutual agreements herein set forth Lessor and Lessee have agreed and by these presents do agree as follows:

1. Effective June 1, 1977, rental payable by Lessee to Lessor under the Amended Lease shall be One Thousand Dollars

($1,000.00) per month regardless of the number of gallons of gasoline delivered to or sold from the Leased Premises.

2. The term of the Amended Lease is renewed and extended to and including June 30, 1987.

3. Lessor gives and grants to Lessee the exclusive and irrevocable right, privilege and option of extending the term of this Lease for a period of five additional years beginning July 1, 1987, provided Lessee provides Lessor with written notice of its election to exercise such option not less than 180 days prior to June 30, 1987.

4. Lessor gives and grants to Lessee the exclusive irrevocable right, privilege and option to purchase the Leased Premises free and clear of all liens, encumbrances and security interests, for the sum of Two Hundred Thousand Dollars ($200,000.00) Such option to purchase may be exercised by Lessee not earlier than June 30, 1982 and following that date during the balance of the term of the Amended Lease as amended hereby.

5. Commencing June 1, 1977 Lessee assumes the exclusive responsibility for the maintenance of the Leased Premises during the term hereof.

6. Commencing June 1, 1977 Lessee assumes the exclusive responsibility to pay all general ad valorem taxes and special assessments levied and assessed and to be levied and assessed on Leased Premises during the term hereof.

7. Except for the modifications to the Amended Lease and the option to purchase set forth above, all other tems and conditions of the Amended Lease are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Amendment by their proper officers thereunto duly

RIDER ATTACHED TO AND MADE A PART OF LEASE DATED MAY 18, 1977

WITH ATLANTIC RICHFIELD COMPANY Lessee.

This lease is made by the Lessor and accepted by the Lessee upon the express understanding and condition that the Lessor enters into the same not personally but only as Trustee as aforesaid, and that no personal liability is assumed nor shall be asserted or enforced against the Lessor personally, because or on account of the making of this lease of of anything herein contained or any accident or other happening in, or about the demised premises; all such liability, if any, being expressly waived by the Lessee and every other person now or hereafter claiming any right hereunder, and that nothing herein contained shall be construed as creating any such liability; nor shall the Lessor be held personally liable upon or in consequence of any of the covenants of this lease, either expressed or implied.

ATTEST: LESSEE: Atlantic Richfield Company

Secretary

VICE PRESIDENT

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EXHIBIT "A"

(Attached to and made a part of
Lease Amendment dated May ___, 1977)

Lot Five (5) (except the North 100 feet thereof) in Dempster-Greenwood Acres, a subdivision of part of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 14, Township 41 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois;

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